

# LAKE KIOWA PROPERTY OWNERS ASSOCIATION RULES AND PROCEDURES

(Basic Information)



November 28, 2022

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## DEFINITIONS

**Association or the LKPOA** – Shall mean and refer to the Lake Kiowa Property Owners Association, Inc.

**Board** – shall mean and refer to the Board of Directors of the Association

**Bylaws** – Bylaws are the Amended Bylaws of the Association that outline how the Association is structured and operated.

**Contractor** – shall mean and refer to any and all construction companies, service companies, trades, independent contractors, landscapers, repairmen, mechanics, material suppliers, domestic help, caregivers and other business invitees entering the property at the request of one or more owners, members, residents, lessees or the Association.

**Covenants** - shall mean and refer to the Amended Restrictive Covenants running with title to the lots and property situated in Lake Kiowa Subdivision recorded in the Official Public Records.

**Golf Cart** – shall mean small, motorized vehicles designed for golf and are limited in size to a maximum of 4 seats.

**Lodge or Community Center** – shall have the same meaning.

**Violations Which Are Curable** – violations of these Rules and Procedures which are curable include, but not limited to, parking violations, property maintenance violations, failure to construct property improvements or modifications in accordance with approved plans and specifications, or ongoing noise violations, such as a barking dog.

**Violations Which Are Not Curable** – violations of these Rules and Procedures are NOT curable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Examples of violations which are not curable include, but are not limited to, shooting fireworks, any acts which threaten health and safety (such as, but not limited to, violations of LKPOA boating and skiing rules and LKPOA rules regarding vehicle control and operation), noise violations that are not ongoing, property damage, or holding a garage sale or any other event prohibited by these rules and procedures, LKPOA Covenants, or LKPOA Bylaws.

**Neighborhood Vehicles** – Neighborhood Transportation Vehicles or Neighborhood Electric Vehicles include a broad range of small to medium sized vehicles designed to operate on neighborhood roads with lower speed limits. Not all neighborhood vehicles are permitted to operate on the golf course due to their size, weight, or type of tires. While golf carts are technically neighborhood vehicles, they are specially designed for use on golf courses.

## ARTICLE 1 – BASIC INFORMATION

### Section 1.1 – Association Mission

The Lake Kiowa Property Owners Association (LKPOA) is an owner-based property association governed by a nine-member Board of Directors. It operates as a non-profit organization, using good business principles, overseen by the Community Manager, a community, and a form of governance. The LKPOA provides a variety of services including recreational and cultural amenities for its members' enjoyment. The primary responsibility of the LKPOA is to protect the integrity of the Association and the value of its members' assets.

### Section 1.2 – Authority of the Board of Directors and Manager

Under Articles IV and VII of the Bylaws the Board of Directors shall establish, make, and enforce compliance with such reasonable rules and procedures as may be necessary for the operation, use and occupancy of Association facilities, with the right to amend them from time to time. Such rules and procedures shall be made available to each member. A Community Manager conducts the community's daily affairs in accordance with the Association's Restrictive Covenants and Bylaws as well as the policies, procedures and rules approved by the Board of Directors. Lot owners are automatically members of the Association.

### Section 1.3 – Community

The Lake Kiowa Community comprises 1700 acres of which 563 acres comprise the lake itself. The lake is approximately two miles long, 2900 feet wide at its widest point. Indian Creek and numerous springs feed the lake. The dam is approximately 1800 feet long with a 150-foot-wide concrete spillway at an elevation of 700 feet above mean sea level. Several lake access areas and docks are set aside for use by property owners for fishing and boating. There is a total of 20.83 miles of paved roads within the community.

### Section 1.4 – Common Areas

Association owned common properties are for the exclusive use of members, residents, lessees, and authorized guests. The properties include, but are not limited to the lake, beaches, golf course, driving range, nature trail, parks, Little Fox Pond, tennis/pickleball courts, basketball court, campground, picnic areas, pavilions, community center, roads, and perimeter fencing.

### Section 1.5 – Security

A full-time Security Department provides the community 24-hour services. They control all entrances, patrol the lake and grounds, enforce Association procedures and rules, provide animal control, and furnish a variety of services to individual residents and the Association. Our local security is not designed nor intended to replace the conventional sheriff, police, fire protection and other area governmental authorities.

### Section 1.6 – Maintenance

A full-time Maintenance Department maintains the Association's Lake, parks, ponds, roads, common property, facilities and equipment.

**Section 1.7 – Golf Course**

The community has an 18-hole golf course and Pro Shop as well as a resident PGA Golf Professional. The course is equipped with USGA regulation greens and an automatic irrigation system. A full-time greens superintendent and grounds keeping crew maintain the course.

**Section 1.8 – Community Center / Lodge**

A 12,000 square foot community center / lodge provides food and tavern services as well as several meeting rooms for various sized functions as well as a pavilion that can be reserved for gatherings of 20 or more guests. Hours of operation are posted and vary according to the season and use.

**Section 1.9 – Fire and Medical**

Fire and Emergency medical assistance is provided by the Indian Creek Volunteer Fire Department, an independent non-profit organization. In the event of an emergency, Dial 9-1-1 and give your name, street address, telephone number and the nature of your emergency.

**Section 1.10 – Utilities**

Utility services are primarily underground. Cooke County Electric Cooperative provides electric services and the Lake Kiowa Special Utility District (LKSUD) supplies water. Cable TV and high-speed internet services are also available. There are no natural gas lines and waste is disposed via property owner's septic systems.

**Section 1.11 – Rubbish**

Bagged or boxed household trash, garbage, lawn clippings and leaves are collected weekly by an independent contractor (maximum of 40 bags per pick up per household). Bulky items are picked up by individual agreement with the contractor. The Association organizes spring and fall cleanups each year and provides special services during these times.

**Section 1.12 – Social Organizations**

A variety of social organizations are available for interested members, residents, and lessees.

## ARTICLE 2 – POLICY AND PROCEDURES

### Section 2.1 – General

#### 2.1.1 – Use of Common Facilities

The Association shall not be responsible to anyone for personal injury or personal property damage while using the commonly owned facilities. Members, residents, lessees, and authorized guests use the common property at their own risk and must use the facilities solely for their designated purposes. All Association facilities are generally available on a “first come first served” basis unless specifically reserved.

#### 2.1.2 – Equipment

Association equipment shall not be loaned to anyone for private use.

#### 2.1.3 – Unauthorized Visitors

Unauthorized visitors will be treated as trespassers and are subject to prosecution.

#### 2.1.4 – Lessee Privileges

Lessees are entitled to all membership privileges except the voting rights. The Association requires a completed notification of lease agreement and a security deposit before issuing LKOPA identification cards to lessees. Upon termination of a lease, all LKPOA identification cards and vehicle stickers must be returned, and all outstanding Association charges must be paid before any portion of the security deposit is returned.

#### 2.1.5 – Other Uses

When Association property is not being used for its designated purpose; the Board may approve its use for other purposes, provided that no permanent structures are installed.

### Section 2.2 – Compliance and Maintenance

Individual members, lessees, residents, their family and authorized guests are responsible for compliance with the Association’s restrictive covenants, bylaws, procedures, and rules. Members and lessees are also responsible for proper maintenance of their lot(s) and improvements thereon as well as prompt payment of amounts due the Association. Individuals must obey all LKPOA signs posted throughout Lake Kiowa.

### Section 2.3 – Authorized Entry into Lake Kiowa and Security

#### 2.3.1 – LKPOA Identification Cards

Membership and family guest identification cards shall be provided to qualifying members and lessees as outlined in the Bylaws. These cards authorize entrance to the community and may authorize use of the Association’s commonly owned facilities. Security Department personnel, Lodge Manager, Golf Professionals, Community Manager, Golf Course Superintendent, Compliance Officer, Public Works supervisors and Golf Course Marshalls or their assigns have authority to request identification at any time. Identification cards are for the exclusive use of the individual to whom they are issued and are not to be loaned or extended to other persons and violation of these terms shall result in the immediate suspension of the card and its attendant rights and privileges.

**2.3.1.a – Family Guest Identification Cards**

A member may also request guest cards for non-dependent children, parents, grandparents, and grandchildren. This card will allow admittance through the gate, and use of all of the Association's commonly owned facilities without the necessity of being accompanied by the member, except that special arrangements must be made for use of the golf course.

**2.3.1.b – Lessee Cards**

A Lessee Card is issued to an individual leasing a member's entire interest in a property/lot within our community and shall entitle its holder to all the rights and privileges as a member except that the lessee shall have no voting rights. The lessee may have cards issued to other members of their family in the same manner and for the same duration as a member. Any card issued under this section shall be in manner to be determined by the Community Manager and must be returned immediately to the Association upon termination, for any reason, of the lease under which these cards were issued.

**2.3.1.c – Payment Method**

Authorized patrons of the Lodge and Tavern and the 19<sup>th</sup> hole as well as other facilities when approved by the Board are identified by using their LKPOA Identification Card and may pay by using a credit card or by charging their Association account by using the Identification Card or by other means prescribed by the Board.

**2.3.2 – Entrance Passes****2.3.2.a – Authorization**

Entrance passes must be authorized by owners, members, residents, lessees or the Association by contacting the Security Department.

**2.3.2.b – Entrance Passes**

Entrance passes are issued by the Security Department for the vehicle of the authorized persons and must be displayed inside the windshield while on the premises. Security Department may issue passes for a maximum of 7 days. The Community Manager must approve passes for longer periods.

**2.3.2.c – Unexpected Visitors**

Unexpected visitors will only be permitted to enter if the Security Department is able to contact the authorizing individual (local calls only).

**2.3.2.d – Limitations**

Authorized visitors are not permitted to bring in other persons; or any watercraft, golf cart, or motor bike unless first registered with the Security Department.

**2.3.2.e – Worker Cards**

A Worker Card may be issued at the request of a member to an individual who works for or is employed by the member on a full time or regular basis within the bounds of our community. Worker Cards may also be issued by the Association to individuals who provide services to the

Association on a full time or regular basis who have not been issued another type of Association Identification Card. Worker Cards issued by the Association shall be under the terms and conditions granted by the Board. Expiration date shall be six (6) months or less from the issue date. Holders of a Worker Card shall generally be required to proceed directly between the gate and their place of employment and are not allowed use of any of the Association's commonly owned facilities unless it can be demonstrated that such use is necessitated by the terms of employment in which case, the Community Manager may allow use of that facility. Worker Cards may grant entrance to the community at particular times or at any time without limitations. No Worker Cards shall be issued unless the Community Manager agrees that the issuance of the card shall be of benefit to the community. The member who requested a full time Worker Card shall be responsible for the return of the card to the Association within two (2) weeks of the termination of the employee/employer relationship and shall be subject to a \$50.00 fee in lieu of its timely return. No Worker Cards will be renewed without the return of the expired card or the payment of a fee for a lost card. In all cases, the member who requested the card must immediately notify the Association of the termination of the employment.

#### **2.3.2.f – Employee Cards**

An Employee Card shall be issued to each employee of the Association who has not been issued another type of Association Identification Card. This card entitles the employee entrance into the community and use of Association Facilities under the terms and conditions granted by the Board. Employees are not permitted guests and will generally be required to proceed directly between the gate and their place of employment. The Employee Card must be returned to the office before receiving a final paycheck.

#### **2.3.2.g – Lost Identification Cards**

Identification Cards, if lost or destroyed, can be replaced for a fee by contacting the Association office during normal business hours.

#### **2.3.2.h – Legal Entities**

Trusts, Corporations or other Legal Entities which hold the legal title to property within our community shall designate an individual who shall act as the owner of that property for all intents and purposes under our governing documents. Such designation shall be in writing and in a form established by the Community Manager. The designated owner shall have all the rights and privileges held by any other owner of property in our community until such time as the property is sold, title to the property is otherwise transferred, or the Legal Entity notifies the Association in writing of a change which change shall not be official until the change is recorded on the books and records of the Association.

#### **2.3.3 – Vehicle Identification**

Vehicle Identification stickers are used for admittance as a convenience and to reduce the workload at the gate.



**2.3.3.a – Eligibility**

Only members, residents or lessees with a current identification card, proof of vehicle ownership and vehicle liability insurance are eligible for vehicle identification stickers.

**2.3.3.b – Commercial Vehicles**

The Community Manager must approve stickers for commercial vehicles that are owned by a member or lessee and company owned vehicles that are driven exclusively by a member or lessee.

**2.3.3.c – Removal**

The Association vehicle identification sticker must be removed and destroyed when a vehicle is sold, traded, or no longer used by member. This is the member's responsibility. A lessee's vehicle identification sticker must be removed and destroyed by the Security Department personnel before the lessee's deposit will be returned.

**2.3.3.d – Limit**

Members are limited to three stickers. Additional stickers must be approved by the Community Manager.

**2.3.4 – Construction Workers and Building Materials**

Construction workers and building materials will be admitted only when authorized by an owner, member, resident, lessee, the Association, or their designated contractor.

**2.3.4.a – Contractor Form**

The property owner must complete and sign a contractor form at Security authorizing the admittance of the contractor, their employees, and the necessary building materials.

**2.3.4.b – Identification**

It is the contractor's responsibility to provide, and update as often as necessary, the names of his and subcontractor employees, the lot number(s) where construction is to be performed, and the complete identification of delivery trucks to be admitted with construction material.

**2.3.4.c – Responsibility**

The contractor's employees will be admitted only with proper ID and if their names are listed on the contractor's form. Contractors and their employees are required to proceed directly to the permitted work site and return directly to the gate. Loitering or use of Association facilities (other than restrooms) is not permitted. Any observed violations of the above may result in an immediate escort from the premises and denial of future entry until a disposition hearing is conducted by the Community Manager and/or the Chief of Security. Contractors are responsible for the actions of their employees and members are responsible for their contractors. Contractors and their employees may be issued citations for violations of rules included under Rule Categories 1-General and 2-Vehicle Control. The same schedule of fines and suspensions applied to rules violations by members, will also apply to contractors. The sponsors will be notified if citations are issued to their contractors. Sponsors are subject to receiving citations for contractor violations of all other rule categories.

**2.3.4.d – Prohibited Items**

Construction workers and drivers of delivery trucks will not be allowed to bring pets or other animals, watercraft, or any unlicensed vehicles into the community.

**2.3.5 – Commercial Vehicles**

Vehicles used regularly to make deliveries into Lake Kiowa will be approved for admittance on an individual basis by the Community Manager.

**2.3.5.a – Other Service Vehicles**

All other service vehicles may be admitted if approved by the Community Manager.

**2.3.5.b – Soliciting**

Absolutely no vehicles or individuals will be admitted for the purpose of soliciting or delivering advertising materials. A service or salesperson authorized for a single purpose is not allowed to solicit business at another location.

**2.3.6 – Travel Trailers, Campers and Motor Homes**

These specialty vehicles are admitted under the same conditions as any other vehicle; however, special rules apply. The member or lessee's lot number must be affixed to the front of all unlicensed camping units and trailers. Number decals are available at the security gate for a nominal charge.

**2.3.7 – Watercraft, Neighborhood Vehicles and Off-Road Vehicles**

Only watercraft and neighborhood vehicles owned by members or lessees may be operated inside Lake Kiowa property. All watercraft and neighborhood vehicles must have the lot number displayed on both sides in 3-inch or larger numerals. Vehicles designed for off-road use, such as ATV's and dirt bikes are not authorized to be operated inside Lake Kiowa.

**Section 2.4 – Home and Building Construction**

Lake Kiowa has an Architectural Control Committee and a related handbook that contains the rules and procedures pertaining to residential and commercial construction as well as associated site work. Copies of the handbook are available on the Kiowa web site or may be picked up at the LKPOA office.

**Section 2.5 – Campground, Picnic Areas and Trailer Storage****2.5.1 – Camping Areas**

Camping is authorized only in designated camping areas. Camping units may not be used as living quarters on vacant lots.

**2.5.2 – Camping Spaces and Fees**

Security Department administers campground occupancy, assigns spaces on a "first come first served" basis, and maintains campground records. Campground fees are billed on a per night/per week basis and payable to the Association. Fees are accrued regardless of occupancy or being "hooked up."

**2.5.3 – Trailer Storage**

Storage is available in the trailer storage area for a monthly fee. Only boat trailers (with or without a

boat on it), “low boy” type utility trailers and box trailers may be stored in the trailer storage facility. All trailers must have lot numbers affixed to the front of the unit and they must be parked in their assigned space.

## **Section 2.6 – Lake, Beaches and Parks**

### **2.6.1 – Boating and Water Safety**

Lake Kiowa is a private lake under the sole jurisdiction of the Association for boating and water safety. The Association has adopted and enforces the required equipment and boating regulations outlined in the Texas Water Safety Act. A digest of the Texas Water Safety Act is available for reference at the Security Department and at the Association Office. All watercraft owners are encouraged to have this booklet. Copies may be obtained from the Texas Parks and Wildlife Department. Lake rules are monitored and enforced by Security Department personnel.

### **2.6.2 – Tennis, Pickleball and Basketball**

Some courts are equipped with lights for night play and players are expected to turn off the lights when finished. Play should be limited to one hour when others are waiting. Additional rules are posted at the court.

### **2.6.3 – Use of Park and Beach**

Park and beach facilities are available on a “first come first served” basis with the exception of the West Beach Pavilion that can be reserved through the Lodge Manager.

## **Section 2.7 – Golf Course**

### **2.7.1 – General**

#### **2.7.1.a – Special Event and Tournaments**

Use of the course for special events or tournaments must be submitted through the Golf Committee and approved by the POA Board.

#### **2.7.1.b – Hours**

Hours of operation of the golf course and Pro Shop are posted and printed in the Communique when changes occur.

#### **2.7.1.c – Marshall**

The Golf Course Marshall enforces course rules and is responsible for monitoring and regulating pace of play.

#### **2.7.1.d – Rules**

Local course rules are established and published by the Golf Committee.

#### **2.7.1.e – Handicaps**

The Golf Committee establishes a handicap committee to oversee USGA Handicap Guidelines.

### **2.7.2 – Starting Times and Play**

**2.7.2.a – Days Open**

The Pro Shop and golf course are generally open Tuesday through Sunday weather permitting. Occasionally, when Monday is a national holiday, the pro shop and golf course may be open on Monday and closed on Tuesday.

**2.7.2.b – Tee Time Required**

Tee Times are required for all days that the golf course is open. Reservations can be made up to seven (7) days in advance by calling the pro shop or using the computerized tee time request system. Detailed instructions for using the system may be picked up in the pro shop. Day of play tee time requests may be made through the Pro Shop and will be filled on space available basis.

**2.7.2.c – Weekends and Holidays**

On weekends and holidays, play is normally limited to foursomes and fivesomes. Smaller groups may be combined.

**2.7.3 – Guests****2.7.3.a – Guest Play**

Guests may play the course only when accompanied by a member or lessee who has registered themselves and their guests and has signed for the guest fees before commencing play.

**2.7.3.b – Relationship Play**

By making prior arrangements with the pro shop and pre-signing for guest fees, grandparents, parents, non-dependent children and grandchildren of members and lessees may play without being accompanied by a member or lessee.

**2.7.4 – Carts****2.7.4.a – Use**

Only golf carts owned by members or lessees and those that are rented by the pro shop are allowed on the course.

**2.7.4.b – Storage**

Cart storage facilities are available from the Association for a monthly fee.

**2.7.4.c – Rental**

Carts are available for rent through the pro shop. Neither the Association nor the Golf Professional is responsible for property damage or personal injury caused by rental carts. Maximum of two persons are allowed per cart. Only motor vehicle licensed drivers may operate Pro Shop rental carts.

**2.7.5 – Golf Course Closing**

The Golf Course Superintendent, Assistant Superintendent or the Golf Professional has the authority to restrict golf carts to the cart paths or to close the course in the event of unplayable conditions.

## ARTICLE 3 – RULES

### Section 3.1 – Objectives

These rules are designed to produce an enjoyable and congenial atmosphere in which to enjoy Lake Kiowa and its amenities. All persons on Association property are required to abide by these rules. However, these rules do not preclude the Community Manager, the Chief Security Officer, the Fire Chief, or any Texas Law Enforcement Officer acting in an official capacity from taking whatever action is necessary to protect life and property. The Articles of Incorporation, Restrictive Covenants and Bylaws take precedence over these Rules.

### Section 3.2 – Rules Administration

#### 3.2.1 – Rules Enforcement Committee

Association Rules are administered by a Rules Enforcement Committee of at least five members which is appointed annually by the Board. This committee has the authority to request additional information, sustain or dismiss citations and to assess prescribed penalties. Three committee members constitute a quorum. This committee meets at least monthly to review citations if hearings are requested.

#### 3.2.2 – Citations for Rule Violation

##### 3.2.2.a – Authority to Issue a Citation

Citations may be issued by the Community Manager, Golf Professionals, Golf Course Superintendent, Golf Course Marshal, Lake Patrol, Compliance Officer, Architectural Control Committee Chairman or their Designated Representative, Maintenance Supervisors, Lodge Management, and all Security personnel. In addition, any individual member or lessee who witnesses a rule violation, improper behavior or conduct may sign a complaint against the offender. The Community Manager shall have full discretion in evaluating the complaint and, when justified, issue the appropriate citation, or take other actions as may be appropriate.

##### 3.2.2.b – Time Period

Citations may be issued to the responsible member, lessee or contractor at the time the violation is observed, if practical. In most cases if the violation does not require approval or

##### 3.2.2.c – Investigation Time Period

If an investigation or additional research is required to substantiate allegations, a period of up to 7 calendar days is provided to accomplish this task and issue a citation or take corrective action. However, in instances involving damage to a member's property, Association property or assaults on Association employees while performing their duties, there is no time limit to investigate the incident and issue a citation.

##### 3.2.2.d – Warning

Warnings may be given by the appropriate issuing authority.

#### 3.2.3 – Notice of Rule Violations

**3.2.3.a – Notification**

Once a citation has been issued, the Rules Enforcement Committee shall notify the offending member, lessee or contractor of the nature of the alleged violation, the prescribed penalties for the violation, and the date, time, and place of the Rules Enforcement Committee hearing on the matter. The Committee may reschedule the hearing if circumstances warrant.

**3.2.3.b – Lessee and Contractor Violation**

When a lessee or a contractor is cited for a rule violation, an information copy of the notice will be sent to the property owner (member).

**3.2.4 – Hearings****3.2.4.a – Scheduling Hearings**

The Rules Enforcement Committee schedules hearings on citations and provides alleged offenders an opportunity to defend themselves. Offenders are offered an opportunity to attend scheduled hearings. The offender may submit a written statement for the hearing in addition to or in lieu of a personal appearance. If the offender: 1) does not appear before the Rules Enforcement Committee at the scheduled time, or 2) has not made satisfactory arrangements for an alternate time, or 3) offers no written statement that mitigates the citation, the prescribed penalties will be assessed on that date and there will be no further appeal.

**3.2.4.b – Defending Actions**

If the offender is successful in defending their actions at the hearing either by personal appearance or, in lieu of appearance, through a written statement, the Rules Enforcement Committee will void the citation and correct the records accordingly. Assessed penalties will only be changed if there has been a clerical error. The Committee will clearly state the reasons for voiding the citation.

**3.2.4.c – Member or Lessee Complaint**

If a citation has been issued as a result of a complaint by a member or lessee, the complainant is required to appear before the Rules Enforcement Committee to support the allegations in the complaint, or the complainant may submit a written statement in addition to, or in lieu of, a personal appearance. If the complainant fails to appear in person, or by written statement, the citation will be voided, and the Rules Enforcement Committee will correct the records accordingly.

**3.2.5 – Appeal Procedure****3.2.5.a – Filing Appeal**

Any citation heard and upheld by the Rules Enforcement Committee may be appealed to the Board. The appeal must be filed in writing with the LKPOA office within 48 hours of receiving the decision from the Rules Enforcement Committee. The Board will schedule a time and place to hear the appeal. The Rules Enforcement Committee may make recommendations on all cases that are appealed to the Board.

**3.2.5.b – Abeyance of Penalty**

When an appeal is filed, any penalties assessed by the Rules Enforcement Committee will be held in abeyance until the Board acts. The prescribed penalties will be assessed on the date the Board hears the appeal if: 1) the Board upholds the Rules Enforcement Committee action, 2) the offender fails to appear before the Board at the scheduled time, or 3) the offender does not make satisfactory arrangements for an alternate time.

**3.2.5.c – Board Authority**

The Board may nullify all or part of the Rules Enforcement Committee action, but any reversal must be clearly documented, and the reasons provided to the violator and Rules Enforcement Committee. The decision of the Board shall be final and binding on all parties.

**3.2.6 – Compliance with Assessed Penalties****3.2.6.a – Payment of Fines**

Monetary penalties assessed to members and lessees for rule violations will be added to their monthly statements from the Association. Contractors who have been assessed monetary fines will make payment at the Association office. Late fees apply to any penalties unpaid. Failure to comply with assessed penalties may result in legal action by the Board to enforce compliance.

**3.2.6.b – Suspension of Privileges (Specific Penalty 3.2.7.b(4))**

Suspension of privileges of members and lessees is applicable to the offender as well as his immediate family and guests. During the period of suspension, the affected family and guests will not be allowed to use any of the commonly owned facilities other than the roadways for necessary transportation between the gate and private residences. Any use of other commonly owned facilities during the term of suspension shall constitute a violation of the suspension. Contractors who have had privileges suspended will not be permitted to enter the gate to any work site during the time the suspension is in effect except for the purpose of completing a job already initiated

**3.2.6.c – Penalties – In General**

Any penalty assessed by the Rules Enforcement Committee, against a member or lessee, including suspension of privileges, shall not take effect until either (1) the time for appeal to the Board has expired and no appeal has been filed, or (2) the Board has upheld on appeal all or any part of the Committee's decision to assess a fine and/or suspend privileges. An immediate temporary suspension of privileges to use common areas may be imposed for a violation that occurred in a common area and involved a significant and immediate risk of harm to others.

**3.2.6.d – Penalties – Opportunity to Cure a Violation**

No penalty, including suspension of privileges, shall take effect when an owner or lessee is entitled to the opportunity to cure a violation that can be cured, until so determined by the Board. An immediate temporary suspension of privileges to use common areas may be imposed for a violation that occurred in a common area and involved a significant and immediate risk of harm to others.

### 3.2.7 – Table of Penalties

#### 3.2.7.a – Penalties

The following penalties may be assessed for violations of Specific Rules. Rules are divided into nine (9) categories and are identified by their corresponding paragraph number. Each rule is preceded by asterisks which indicate the classification of the rule violation. Violations are classified as a minor \*, serious \*\*, major \*\*\*, or “special” infraction and penalties are assessed based on the severity of the violation and frequency of occurrence. A minor infraction involves a breach of any rule which is not classified as a serious or major infraction. A serious infraction involves an actual or potential compromise to safety or security. A major infraction involves an actual or potential injury to persons or damage to property. Increased penalties for the 2<sup>nd</sup> and 3<sup>rd</sup> and each further violation is intended to be within a 12 month period. Penalties for each infraction class are as follows:

##### 3.2.7.a.(1) – \* Minor Infraction

First Violation - \$25.00 fine

Second Violation - \$50.00 fine

Third Violation - \$75.00 fine

Each Further Violation - \$100.00 fine and 30 day suspension

##### 3.2.7.a.(2) – \*\* Serious Infraction

First Violation - \$50.00 fine

Second Violation - \$75.00 fine

Third Violation - \$100.00 fine and 30 day suspension

Each Further Violation - \$200.00 fine and 60 day suspension

##### 3.2.7.a.(3) – \*\*\* Major Infraction

First Violation - \$75.00 fine

Second Violation - \$100.00 fine

Third Violation - \$200.00 fine and 60 day suspension

Each Further Violation - \$300.00 fine and 90 day suspension

#### 3.2.7.b – Special Penalties

The following rule violations are of such a significant nature that they warrant special penalties as follows:

##### 3.2.7.b.(1) – Specific Rule 3.3.1.1:

Intentionally, knowingly, or recklessly causing damage to Association or member’s property carries full restitution and a \$200.00 fine plus a 30-day suspension. A second violation carries full restitution and a \$400.00 fine plus a 90-day suspension. Each further violation is full restitution and a \$1,000.00 fine and a 180-day suspension.

##### 3.2.7.b.(2) – Specific Rule 3.3.1.2:

Interfering with employees – Any viable physical or verbal threat or physical assault of an Association Employee engaged in the performance of their duties carries a \$500.00 fine and



a 30-day suspension. Each further violation carries a \$1,000.00 fine and a 90-day suspension.

**3.2.7.b.(3) – Specific Rule 3.3.4.2:**

Violation of Texas State Liquor laws carries a \$500.00 fine and a 30-day suspension for the 1<sup>st</sup> violation in any five-year period, a \$1,000.00 fine and a 90-day suspension for the 2<sup>nd</sup> violation in any five-year period, and a \$2,000.00 fine and a 180-day suspension for the 3<sup>rd</sup> violation in any five-year period. For each violation in excess of the 3<sup>rd</sup> in any five-year period, a fine equal to twice the previous fine and a 180-day suspension shall be levied.

**3.2.7.b.(4) – Specific Rule 3.2.6.b:**

A violation of a suspension of privileges carries a \$500.00 fine per occurrence and the time period of the original suspension of privileges shall start anew beginning with the date each sustained violation.

**3.2.7.b.(5) – Specific Rule 3.3.6.4 and 3.3.6.5:**

A violation of Prohibited Items and Activities and Operator Safety Rule carries the following fines in addition to full restitution of all damages caused:

1<sup>st</sup> Offense - \$200.00 fine

2<sup>nd</sup> Offense - \$400.00 fine and 45-day suspension of privileges

3<sup>rd</sup> Offense - \$800.00 fine and 90-day suspension of privileges

Additional offenses \$1,600.00 fine and 180-day suspension of privileges

**3.2.7.b.(6) – Specific Rule 3.3.2.8 and 3.3.6.17:**

A violation of Reckless Driving or Reckless Operation Rule carries the following fines (Including violations of Alcohol and Drug Use) in addition to full restitution of all damage caused:

1<sup>st</sup> Offense - \$200.00 fine

2<sup>nd</sup> Offense - \$400.00 fine and 45-day suspension of privileges

3<sup>rd</sup> Offense - \$800.00 fine and 90-day suspension of privileges

Additional offenses \$1,600.00 fine and 180-day suspension of privileges

**3.2.7.b.(7) – Specific Rule 3.3.1.8:**

A violation of Control of Vicious Animals carries the following fines:

1<sup>st</sup> Offense - \$500.00 fine

2<sup>nd</sup> Offense - \$1,000.00 fine and 60-day suspension of privileges

3<sup>rd</sup> Offense - \$1,500.00 fine and 90-day suspension of privileges

4<sup>th</sup> Offense - \$2,000.00 fine and 6 months suspension of privileges

Additional offenses One (1) year suspension of privileges, plus an additional \$500.00 a day until compliance.

**3.2.7.b.(8) – Specific Rule 3.3.1.12:**

Public urination or any flagrant violation carries the following fines:

- 1<sup>st</sup> Offense - \$100.00 fine and 30-day suspension of privileges
- 2<sup>nd</sup> Offense - \$500.00 fine and 60-day suspension of privileges
- 3<sup>rd</sup> Offense - \$1,000.00 fine and 90-day suspension of privileges

#### **3.2.7.b.(9) – Specific Rule 3.3.6.1.a:**

A violation of the Invasive Species Quarantine carries the following fines:

- 1<sup>st</sup> Offense - \$500.00 fine and 90-day suspension of privileges
- 2<sup>nd</sup> Offense - \$1,000.00 fine and 6 months suspension of privileges
- 3<sup>rd</sup> Offense - \$2,000.00 fine and One (1) year suspension of privileges

#### **3.2.7.c. – Repeat Offenders**

Within a 12-month period members, lessees or contractors that receive two or more citations or a combination of two or more citations in the Special, Serious, or Major categories will be considered as repeat offenders. Multiple infractions issued during the same incident, will not be considered as repeat offenses. Names of repeat offenders will be posted on the Lake Kiowa website and printed in the Communique.

#### **3.2.7.d – Removal from Lake**

At their discretion, Security Personnel have authorization to remove watercraft from Lake Kiowa. Security Personnel may remove a watercraft from the lake for a period not to exceed 24 hours. This authorization includes, but is not limited to, all incidents of continuing serious violations.

#### **3.2.8 – Enforcement Authority**

The Association, through its Board, shall have full and complete authority and discretion to develop and implement self-help remedies to assist in the compliance and enforcement of the Rules set forth herein. The Association may, but shall not be required to, initiate any proceeding in law or in equity against any person or persons violating or attempting to violate these Rules, whether the relief sought is an injunction, or recovery of damages, or both, or the enforcement of any fine or lien created by these Rules; but failure by the Association to enforce any Rule herein shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the complete authority and discretion to solicit the assistance of local government and police officials in the compliance and enforcement of these Rules. In addition to the imposition of fines and suspensions, the Association shall be entitled to recover and collect any and all costs (including without limitation, costs of court and reasonable attorney fees) incurred by the Association. Any and all fines prescribed by the Association shall be in addition to those permitted by Chapter 202 of the Texas Property Code and vice versa.

#### **3.2.9 – Litigation**

No lot owner, homeowner, or resident shall instigate litigation against Lake Kiowa Property Owners Association, Inc. without first seeking a resolution of the matter through Mediation. They must first give notice to Lake Kiowa Property Owners Association, Inc. as directed in the Restrictive Covenants and follow the rules set out therein. If they are unable to resolve the dispute between the

parties, the parties shall cease direct negotiations and shall submit the dispute to mediation in accordance with the following procedures:

**3.2.9.a – Selection of Mediator**

The parties to the dispute or individuals authorized by the parties (“Authorized Individuals”) shall have 30 business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. Within 15 days from the date of receipt of those lists, the parties or Authorized Individuals shall rank the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest-ranking person shall be designated as the mediator. If no mediator has been selected under this procedure, the parties or Authorized Individuals agree jointly to request the District Judge of Cooke County, Texas to supply within 30 days a list of potential qualified mediators. Within 15 business days of receipt of the list the parties or Authorized Individuals shall again rank the proposed mediators in numerical order of preference, shall simultaneously exchange their lists, and shall select the highest combined ranking. If that mediator is not available to serve the parties or Authorized Individuals shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator.

**3.2.9.b – Time and Place of Mediation**

In consultation with the mediator selected, the parties or Authorized Individuals shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, that time is to be no later than 45 days after selection of the mediator.

**3.2.9.c – Exchange of Information**

In the event any party to the dispute has substantial need for information in the possession of another party to the dispute in order to prepare for the mediation all parties or their Authorized Individuals shall attempt in good faith to agree on procedures for the expeditious exchange of that information, with the help of the mediator if required.

**3.2.9.d – Summary of Views**

At least 30 days prior to the first scheduled session of the mediation each party or their Authorized Individuals shall deliver to the mediator and to the other party or Authorized Individuals a concise written summary of its views on the matter and dispute, and any other matter required by the mediator. The mediator may also request that a confidential issue paper be submitted by each party.

**3.2.9.e – Parties to be Represented**

In the mediation, each party shall be represented by an Authorized Individual, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring any additional persons as are needed to respond to questions, contribute information, and participate in the mediation.

**3.2.9.f – Conduct of Mediation**

The mediator shall determine the format for the meetings, designed to assure that both the

mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each party's views on the matter in dispute, and that the Authorized Individuals attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the parties. The mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any party unless specifically authorized by that party to make disclosure of the information to the other party. The parties agree to sign a document agreeing that the mediator shall be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and any other rules as the mediator shall prescribe. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute, if at all possible.

### **3.2.9.g – Termination of Procedure**

The parties agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the parties (ii) by a declaration of the mediator that the mediation is terminated (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one full day's mediation session. Even if the mediation is terminated without a resolution of the dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of 30 days following the mediation. Notwithstanding the foregoing, any party may commence litigation within that 30-day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.

### **3.2.9.h – Fees of Mediator, Disqualification**

The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert, or counsel for any party with respect to the dispute and any related matters. Each party is responsible for the expense of their own counsel, witnesses or expert testimony.

### **3.2.9.i – Confidentially**

Mediation is a compromise negotiation for purposes of the Federal and Stated Rules of Evidence and constitutes privileged communication under Texas Law. The entire mediation process is confidential.

### **3.2.9.j – Responsibility**

Failure to follow the above rules regarding mediation may result in the lot or homeowner or resident being responsible for the attorney's fees or Lake Kiowa Property Owners Association, Inc.

## **CATEGORY 1 - GENERAL**

### **Section 3.3 – Specific Rules**

#### **3.3.1.1 – Damage To Property (Special Penalty 3.2.7.b(1))**

No member, lessee or guest shall intentionally, knowingly, recklessly, or with or through criminal

negligence cause damage to or destroy Association or member's property. In addition to the penalty prescribed, full restitution will be made for all damages. These penalties are in addition to any penalties that may be imposed by law should criminal charges be brought against the responsible individual(s). Any subsequent property damage by the same individual(s), regardless of the time interval, shall be brought before the Board for action.

### **3.3.1.2 – \*\* Interfering With Employee (Special Penalty 3.2.7.b(2))**

No member, resident, contractor, lessee or guest shall in any way interfere, impede, intervene or intrude in the affairs of Association employees, Security Officers, or agents of the Association during the performance of their duties. It is not the intent of this paragraph to prevent anyone from aiding or assisting an employee, Security Officer, or agent of the Association when requested to do so. Monetary penalty will be based on the severity of the violation; flagrant violations of this rule are subject to the Special Penalty.

### **3.3.1.3 – \*\*\* Firearms**

The use of firearms by any person other than a certified peace officer or Security's Animal Control during the performance of their duties, within the entire Association community is prohibited unless specifically authorized by the Board. A firearm is defined as any rifle, shotgun, pistol, automatic weapon, pellet gun, air rifle or anything which propels a bullet or other projectile through the air with sufficient force to injure a person or do damage to property.

### **3.3.1.4 – \* Animal Trapping & Use of Poisons**

Trapping of nuisance animals such as raccoons, opossums', armadillos or skunks is a free service provided by the animal control officer (Security); however, resident trapping of nuisance animals on their private property is permitted. Putting out poison bait to kill these critters is forbidden.

### **3.3.1.5 – \* Positive Control of Pets**

Pets must be on a leash or restricted to the owner's private property. Free roaming pets will be picked up and animals which cannot be identified will be treated as strays. Strays will be kept for three days and if not claimed will be taken to an animal shelter. Owners of identifiable pets will be notified to pick up the pet, and may be cited for violating this rule, and charged for any expenses.

### **3.3.1.6 – \*\* Vaccinations**

Owners must provide proof of a current rabies vaccination, if requested.

### **3.3.1.7 – \*\*\* Vicious Animal**

A vicious animal is defined as any animal that attacks or that is known to have attacked an individual or another pet without provocation. It is a major violation if such animal is loose and attacks or threatens to attack an individual or other animal.

### **3.3.1.8 – Control of Vicious Animals (Specific Rule 3.2.7.b(7))**

Pursuant to Texas Health and Safety Code, Section 822, all vicious animals must be kept in a fenced area or structure that is locked; capable of preventing the escape of the animal; preventing entry by the general public and clearly marked as containing a vicious animal. Any property owner or lessee

that allows a vicious animal to escape its enclosure or run loose is subject to LKPOA penalties in addition to any Texas criminal penalty issue by Cooke County officials.

### **3.3.1.9 – \* Animals in Public Areas**

Except for those animals trained for assistance to persons with special needs, pets are prohibited in the community center and adjoining patio, and in all areas of both the East and West Beaches, including the pavilions, playgrounds, swimming areas and tennis court. Pets on leashes are permitted at other park areas including Association docks and fishing areas.

### **3.3.1.10 – \* Pet Nuisance**

Owners are responsible to insure their pets are not an annoyance or nuisance to the neighborhood. Owners are responsible for cleaning up all pet waste and litter.

### **3.3.1.11 – \* Disturbing Sound**

Any activity, such as loud or offensive sounds, boisterous or raucous conversation, offensive music, inadequately muffled vehicles, boats or other equipment that disturbs the peace and serenity of the neighborhood are prohibited. Regular home maintenance and repairs that could be considered “loud” are allowed after 7am and must be curtailed by sunset or 7pm whichever is later.

Construction that requires a building permit is limited to 7am to 7 pm by the Architectural Control Handbook. Work that requires a permit has other restrictions that can be found in that handbook.

### **3.3.1.12 – \* Offensive Language or Conduct (Special Penalty 3.2.7.b(8))**

Abusive, indecent, profane or vulgar language or conduct that tends to incite a breach of the peace or conduct that is offensive in the mind of a reasonable person is prohibited. Public urination or any flagrant violation of this rule is subject to a special penalty. Monetary penalty will be based on the severity of the violation.

### **3.3.1.13 – \*\*\* Verbal or Physical Abuse**

Verbally or physically abusing or threatening to abuse another person is prohibited.

### **3.3.1.14 – \*\*\* Public Intoxication**

The use of community property (including roads) by anyone who appears to be intoxicated or under the influence of drugs is prohibited. Security Department personnel are authorized to refuse admittance to anyone who appears intoxicated or under the influence of drugs. Transportation may be arranged for those who are stopped for this purpose.

### **3.3.1.15 – \*\*\* Underage Drinking**

No underage drinking is permitted within the confines of Lake Kiowa that is in violation of the Texas Alcohol Beverage Code.

### **3.3.1.16 – \* Soliciting**

Any person soliciting contrary to the provisions of these Rules is guilty of a violation and will be removed from the premises. Further violation may result in that person or business entity being temporarily denied access to the Lake Kiowa community.

**3.3.1.17 – \*, \*\*, \*\*\* Littering**

Littering is prohibited. Numerous receptacles are provided in public places throughout the community for litter. Monetary penalty will be based on the severity of the violation and may include the costs of clean-up.

**3.3.1.18 – \* Unauthorized Use of Trash Receptacles**

Household garbage may not be deposited in Association containers at any time unless the container is specifically furnished for such purpose.

**3.3.1.19 – \*\* Open Fires**

Burning of large tree limbs, brush, leaves, trash, construction debris, etc. is strictly prohibited. Outdoor recreational fires (fire pits, chimineas, and outdoor fireplaces) and open cooking fires shall be constantly attended by a responsible adult with fire extinguishing equipment until such fire is extinguished. At no time will recreational fires or open cooking fires be allowed during County burn bans.

**3.3.1.20 – \*\* Fireworks**

Fireworks are prohibited except for public displays approved by the Board.

**3.3.1.21 – \* Unauthorized Camping**

Camping is restricted to designated camping areas.

**3.3.1.22 – \* Unauthorized Use of Association Facilities**

Use of Association facilities by members, residents, lessees or guests is limited to the designated purposes on a “first-come, first-served” basis. Smoking is prohibited inside Association facilities.

**3.3.1.23 – \* Unauthorized Access**

Association properties must be accessed by way of approved roadways and entrances. Any other access; e.g., “fence jumping” etc. is not permitted. Failure to obtain proper guest admittance will result in a citation being issued to the responsible member.

**3.3.1.24 – Architectural Control Approval**

The Architectural Control Committee must approve all exterior construction (other than routine repair or maintenance work) before starting. Failure to obtain a permit prior to beginning any construction or demolition is subject to a supplemental penalty listed in the Architectural Control Handbook in addition to any costs involved in removing constructions which violates any provisions of the Restrictive Covenants, Bylaws, Rules or Architectural Control Handbook.

**3.3.1.25 – \*\* Identification Cards Non Transferable**

Association identification cards are for the exclusive use of the individual to which they are issued and may not be loaned or extended to other persons.

**3.3.1.26 – \*\* Unauthorized Association Work Site Entry**

Posted Association work sites will not be entered without prior approval of the Community Manager or their designee.

**3.3.1.27 – \*\* Juvenile Curfew**

Any person under 17 years of age is prohibited from being on the commonly owned areas or in commonly owned facilities past 11:00 pm on Sunday through Thursday or past 12:00 am on Friday and Saturday. Exceptions are listed below:

1. Accompanied by a parent or guardian, or
2. On an errand at the direction of the parent or guardian, or
3. In transit directly from a point of entrance to the community to the place of residence(s) of the juvenile(s) in the community, or
4. In transit directly from a place of employment in the community to the place of residence(s) of the juvenile(s) in the community, or
5. Involved in an emergency, or
6. Attending an event supervised by adults and sanctioned by the LKPOA, or
7. Married.

Before taking any enforcement action under this rule, a Security Officer shall ask the apparent offender's age and reason for being in or on the community owned area or facility. Commonly owned areas or facilities are defined as any place within the boundaries of the Lake Kiowa community not owned by a private individual and includes, but is not limited to, parks, beaches, structures, streets, roads, golf course, Lodge, etc.

**3.3.1.28 – \* Use of Facilities**

Grandparents, parents, non-dependent children and grandchildren who are guests of members or lessees may use all Association facilities without being accompanied by a member or lessee except that special arrangements must be made for using the golf course. All other guests may use the facilities only when accompanied by a member or lessee and only when the established fees have been paid.

**3.3.1.29 – \* Responsibility / Admission / Authorization**

The sponsor who invited the guest shall be responsible if the guest violates a rule. Guests may not authorize the admission of other guests. Guests may not authorize other guests to use Association facilities.

## **CATEGORY 2 - VEHICLE CONTROL & NEIGHBORHOOD VEHICLE OPERATION**

**3.3.2.1 Vehicle Use and Traffic Laws**

Except for golf carts, handicap mobility vehicles, and POA-owned vehicles, only motor vehicles registered and licensed by the State of Texas are allowed to operate on Association property. Any motor vehicle (other than golf carts, handicap mobility vehicles, and POA-owned vehicles) that has been built, manufactured, or designed for off-highway use, regardless of whether registered and/or licensed by the State of Texas, shall not be operated on Association property.



"Motor vehicles built, manufactured, or designed for off-highway use" means All-Terrain Vehicles (ATV's), Recreational Off-highway Vehicles (ROV's), Utility Vehicles (UTV's), and Sand Rails, as each is defined by the laws and regulations of the State of Texas.

All permitted motor vehicles must be operated in accordance with current Texas traffic law and Lake Kiowa Property Owners Rules and Regulations. A monetary penalty and/or suspension will be based on the severity of the violation.

### **3.3.2.2 – \* Non-Licensed Vehicles**

All other non-licensed vehicles are prohibited from operating on Association streets and/or property. Golf carts may operate on Association streets and/or property in accordance with Lake Kiowa Property Owners Rules and Procedures. All POA owned vehicles may operate on Association property and/or roads as required.

### **3.3.2.3 – \* Off Road Bicycle Operation**

Manual and motorized bicycles are not allowed on the golf course or on the private property of others.

### **3.3.2.4 – \*\* Traffic Control Devices**

Stop signs, yield signs and all other traffic control devices installed by the Association, whether temporary or permanent in nature, must be obeyed. Although golf carts do not have the right-of-way, golf cart crossings should be approached with caution.

### **3.3.2.5 – \*\* Traffic Control Personnel Instructions**

Motorists must obey the instructions of security and maintenance personnel when they are directing traffic or advising of unusual traffic or road conditions.

### **3.3.2.6 – \* Failure to Pull Over**

Any vehicle operator who fails to pull over for a Security Officer employing lights and siren to affect a traffic stop commits an additional violation.

### **3.3.2.7 – \*\* Posted Speed Limit**

The speed limit for all vehicles within the Association community is 30 mph or lower if posted or if warranted by road conditions such as traffic, weather, impediments or obstructions, repairs or construction, or anything else that would require a prudent driver to exercise caution.

### **3.3.2.8 – Reckless Driving (Specific Penalty 3.2.7.b(6))**

Vehicles must not be operated in a wanton or negligent manner which endangers the personal safety or property of others.

### **3.3.2.9 – \* Bridge Limits**

The bridge below the dam is rated to support 14,000 pounds under ideal conditions. Therefore, only one vehicle at a time is allowed on the bridge.

**3.3.2.10 – \*\* Bridge Weight Limit**

Any vehicle or combination of vehicle and trailer with a GVW (total weight) in excess of 7,000 pounds per axle is prohibited from driving across the bridge.

**3.3.2.11 – \* Neighborhood Vehicle Numbers**

Neighborhood vehicles including Golf Carts must have the owner's primary lot number attached to both sides with at least three-inch decals which are readily visible. Failure to attach the correct numbers promptly or any attempt to disguise or conceal the true identity of the owner is prohibited.

**3.3.2.12 – \* Removal of Numbers upon Sale or Transfer**

Any member or lessee who sells this type of vehicle is responsible for removing their number prior to the sale.

**3.3.2.13 – \*\* Golf Cart Operation**

A minor (10 years of age or older) may drive a golf cart if: (1) an occupant in the cart (18 years of age or older) possesses an unrestricted driver license (with photo ID) and agrees to ride adjacent to the driver at all times, or (2) the minor carries a valid Golf Cart Permit authorized by Rule 3.3.2.15, or (3) the minor possesses a valid driver's license (with photo ID). Adherence to operating instructions and warning labels specific to each golf cart used at Lake Kiowa is recommended. Gross overloading and other unsafe acts such as the operation of a golf cart with the calculated attempt to dislodge occupants or to inflict damage to property are violations of Reckless Driving and are subject to fines and suspensions. Golf carts are allowed to tow light utility trailers for general purposes, etc. but are not permitted to tow people-powered equipment (skateboards, bicycles, roller skates, etc.).

**3.3.2.14 – \*\* Golf Cart and Neighborhood Vehicles Operating Equipment**

When operating a golf cart or neighborhood vehicle between sunset and sunrise, the vehicle must have and utilize headlights and taillights while being operated on any Association roadways and premises.

**3.3.2.15 – \*\* Golf Cart Operator Licensing of Minors**

Minors, 13 years of age and older, may obtain a "Golf Cart Permit," for carts designed to carry a maximum of 4 passengers and if they successfully complete the "Youth Golf Cart Safety Education Program," pass the required exam, and obtain signatures from the Parent/Guardian. These forms and instructions are available from the Security Department office. The "Golf Cart Permit" must be carried at all times the holder is operating the golf cart and may be revoked for a period of 90 days for any violations of the golf cart rules, and 180 days for a second (2<sup>nd</sup>) violation of the golf cart rules. In addition, minors will be required to retake the "Youth Golf Cart Safety Education Program" in order to be eligible for a re-issue of the "Golf Cart Permit." Multiple violations may result in a permanent revocation of a "Golf Cart Permit" for that individual.

**3.3.2.16 – \* Special Vehicle Parking**

Motor homes, trucks (over one ton), campers and trailers may not be parked overnight on parking lots, parks, beaches or vacant lots.

**3.3.2.17 – \* Overnight Parking and Locations**

Vehicles, including autos, trucks, truck tractors, boats, buses, camper trailers, motor homes, trailers, or other similar vehicles of any type may be parked overnight only on the owner's property and not on other private property or LKPOA property and shall not encroach on any portion of a roadway, right of way, parkway or over bar ditches whether parked in the driveway or any other area of the lot, and shall not block or impede access to a mailbox.

**3.3.2.18 – \* Obstruction of Roadway**

Any commercial vehicle which is parked in such a manner as to encroach on the roadway shall be suitably marked with red or florescent orange traffic cones or other devices placed approximately 20 feet in front of and 20 feet behind such vehicle in order to warn other vehicles of its parked status. Such vehicles must be parked in the direction of travel.

**3.3.2.19 – \* Parking On the Roadway**

Non-Commercial vehicles may be parked on the roadway in the direction of travel as long as at least two wheels are fully off of the pavement and the visibility of oncoming traffic is such as to allow for the safe passage of vehicles traveling in the same direction as the parked vehicle. No vehicle shall remain parked on the roadway overnight and at no time will access to a driveway or mailbox be impeded.

**3.3.2.20 – \* Parking Setback**

Motor Homes, campers, trailers, truck tractors or watercraft parked for more than seventy two (72) hours in a one (1) week period or seven (7) consecutive days on said premises must be set back a minimum of thirty (30) feet from any street sided property line, and forty (40) feet of any golf course property line. **\*Watercraft under quarantine is exempt.**

**3.3.2.21 – \* Residential Use of Vehicle by Member**

No travel trailer, camper, or motor home may be used as a residence except by an owner member and then only when the unit is parked at a designated camping area.

**3.3.2.22 – \* Residential Use of Vehicle by Guest**

Guests in such a vehicle, as defined under section 3.3.2.21, may remain overnight for prolonged periods only if the vehicle is parked at the campground or for not more than seven (7) consecutive nights, within a period of one (1) month or thirty (30) consecutive days, on the lot where the member or lessee occupies a home. Recreational vehicles shall not be used as living quarters or portable toilets by contractors or workers.

**3.3.2.23 – \* Number of Guest Vehicles**

At any given time, no more than one guest travel trailer, camper, or motor home may be parked on the lot where a member or lessee occupies a home. Guest vehicles cannot remain on privately owned lots more than ten (10) consecutive days within a one (1) month or thirty (30) consecutive day period.

**3.3.2.24 – Truck Tractor**

Defined: Truck Tractor means a motor vehicle designed and used primarily to draw another vehicle but not constructed to carry a load other than a part of the weight of the other vehicle and its load.

**3.3.2.24.a – \* Approval Required**

Truck Tractors owned by members or guests (not registered with the Association) are allowed entrance only by written approval of the Community Manager for extended periods of parking.

**3.3.2.24.b – \* Tractor Parking**

Parking for any extended period is not allowed unless the parking is “tractor” only and the tractor is parked in member’s established driveway and must meet the requirements for Parking Setback.

**CATEGORY 3 – PRIVATE PROPERTY**

**3.3.3. – \* Use**

Any trade or activity, including but not limited to garage or estate sales, that causes an increase in traffic or a nuisance in any part of the community is not permitted on any lot. Yard sales are prohibited. Garage and estate sales are only allowed if:

1. a permit valid for three consecutive days is obtained from LKPOA office by the member at whose residence the garage or estate sale is to be held;
2. the fee set by the LKPOA is paid;
3. all items offered for sale are kept indoors at the member’s residence; and
4. all items are sold only to Lake Kiowa members, employees, sponsored guests, and contractors who are authorized to be in the Lake Kiowa community on the date of the sale.

Garage and estate sales shall not be advertised to anyone other than a Lake Kiowa member or employee. Permits are limited to two (2) in any calendar year, unless otherwise determined by the Community Manager. The Community Manager may revoke a permit for a violation of this rule, in addition to any other penalty allowed for a violation.

**3.3.3.2 – \* Nuisance Activities**

Nothing shall be done on any lot that is an annoyance or nuisance to the neighborhood.

**3.3.3.3 – \* Vacant Lot Conditions**

All vacant lots are to be kept in a well-maintained condition. Lots are not to be used for storage of any items. Vacant lots must be mowed when necessary to prevent grass from exceeding twelve (12) inches in height. Owners of each lot shall keep grass, weeds, and vegetation trimmed or cut as necessary to provide a neat and attractive condition. The accumulation of rubbish, dead or fallen trees or any other items is prohibited.

**3.3.3.4 – \* Improved Lots Condition**

All residences, outbuildings and docks must be kept in a well-maintained condition. Grass on

improved lots may not exceed eight (8) inches in height. Owners of each lot shall keep grass, weeds, and vegetation (except as a part of a home landscaping or garden project) trimmed or cut as necessary to provide a neat and attractive condition. The accumulation of rubbish, dead or fallen trees, inoperative vehicles and trailers, unused building materials and all other items is prohibited. Those property owners who share the benefits of Common Access Property (lake front property owned by the LKPOA but restricted by deed and plat for use only by designated owners) are responsible for maintenance of this Common Access property including drainage, shoreline, lake walls and docks. Maintenance standards in the LKPOA Rules & Procedures, Covenants and Bylaws shall govern the property owners' maintenance and use of the Common Access Property.

**3.3.3.4.a – \*\*\*Property Maintenance – Unsightly Annoyance or Nuisance**

Private property shall be maintained at all times. Any lot that appears unsightly to the neighborhood or unsightly in such a manner that is visible from any other lot, street, lake or golf course is considered out of compliance. Unsightly includes, but is not limited to, excessive accumulation of rubbish, debris, etc. and or an excessive lack of general maintenance.

**3.3.3.5 – \* Motor Vehicle Registration**

Motor vehicles without a current license registration are not allowed to enter the premises nor be parked or stored outside on private or community property regardless of covering used by tarp or other means.

**3.3.3.6 – \* Signs and Flags**

Our rules concerning signs, banners and flags are written to preserve community aesthetics and to preclude unrestrained proliferation of personal and commercial statements.

The Texas statutes do allow political signs and the LKPOA Board has established a policy that allows certain flags as well as patriotic, educational pride, decorative displays, address identification and safety and security signs and banners as well as temporary holiday decorations if they meet the requirements listed below. All other signs and displays that contain language or graphics that are discernible to a reasonable passerby must receive written permission from the LKPOA.

**3.3.3.6.a – \* Flags**

The Flag of the United States of America, official State Flags, official flag of any US Military Branch, or the official flag of educational organizations (primary, middle or high school and universities and colleges) may be displayed in a manner that meets the requirements of the flag's authority. Any deteriorated flags shall be repaired, replaced, or removed. Flag poles must meet the Architectural Control Handbook requirements.

**3.3.3.6.b – \* Patriotic and Educational Pride Signs and Banners**

Signs, displays and banners that depict patriotism, military or school pride are allowed if kept to 6 square feet or less and limited to one single sided sign on private property. Signs are to be placed within 15 feet of the residence. Signs, displays and banners are not authorized to be placed on vacant lots.

**3.3.3.6.c - \* Address Identification and Safety and Security Displays**

Address identification is required for all residences. Address numbers must be visible from the street for emergency and delivery services by permanently affixing the numbers to the residence itself, a placard near the street side or in very close proximity to the driveway, or another suitable location other than or in addition to a mailbox location. The address numbers must be at least three inches high. Reflective numbers should be used.

<u>Distance from Midpoint Street to Number Location</u>	<u>Recommended Minimum House Numbers Height</u>	<u>This size is Unreadable at Distances Greater than</u>
Zero – 69 Feet	<b>3 inches or larger</b>	100 Feet
70 – 110 Feet	<b>4 inches or larger</b>	150 Feet
111 – 132 Feet	<b>5 inches or larger</b>	175 Feet

Decorative displays that include only the owners name, street number, street name and or lot number may be placed on or near the mailbox or in very close proximity to the driveway are encouraged and allowed, if kept to six (6) square feet or less. Small signs or banners that indicate a security or video surveillance system, alarm, beware of dog, no trespassing, welcome to the lake, gone fishing, etc. are authorized.

**3.3.3.6.d – \* Holiday & Season Decorations**

Decorations for holidays and season must be kept in the spirit of the holiday and season and may be displayed 5 weeks before and 3 weeks after the holiday and season.

**3.3.3.6.e – \* Political Signs**

Political signs may be placed on private property on or after the 90<sup>th</sup> day before the date of the election to which the sign relates, and must be taken down by the 10<sup>th</sup> day after the day of the election. All political signs must adhere to all the following conditions:

1. Signs must be ground mounted only.
2. Signs are limited to one for each candidate or ballot item.
3. Signs containing roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited.
4. Any sign attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object is prohibited.
5. Any signs that include the painting of architectural surfaces are prohibited.
6. Any signs that threaten public health or safety are prohibited.
7. Any signs larger than four feet by six feet is prohibited.
8. Any sign that violates a law is prohibited.
9. Any sign that contains language, graphics, or any display that would be offensive to the ordinary person is prohibited.
10. Any sign that is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited.

**3.3.3.6.f – \* Temporary Signage for Special Events**

Events approved by the LKPOA such as golf tournaments and the Christmas Home Tour may display temporary signs 2 days prior to the event and must be removed by the end of the day following the event. Locations and content shall be approved by the Community Manager.

**3.3.3.6.g- Religious Displays**

The display of a religious item on a resident's or owner's property is permitted, where such display is motivated by the resident's or owner's sincere religious belief, provided that such display

1. does not threaten public health or safety,
2. does not violate any law, other than a law prohibiting the display of religious speech,
3. does not contain language, graphics, or any display patently offensive to a passerby for reasons other than its religious content,
4. is not installed on property owned or maintained by the LKPOA, or owned in common by the members of the LKPOA,
5. does not violate any applicable building line, right of way, setback, or easement, and
6. is not attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

**3.3.3.7 – \* Trash and Refuse**

Trash and refuse, including but not limited to household trash, debris, grass cuttings, trimmings, branches, etc. may not be placed at the street-side pickup area before sunrise of the day before scheduled pickup. Trash and rubbish as defined above must be bagged, bundled or in containers approved by the refuse removal company. No property owner or lessee shall cause or allow household garbage, trash, or other unneeded items to be loose or strewn on or off their property at any time, regardless of the reason. Refuse containers must be removed from the street-side pickup area no later than sunrise of the day following pickup. Refuse containers, when not at street-side, must be kept in a garage or other enclosed area or suitably screened from the public view.

**3.3.3.8 – \* Dock and Floating Equipment Numbering**

Owners or users of docks in Lake Kiowa shall identify their dock(s) by permanently affixing the lot number thereto, in numbers at least three inches high, visible towards the lake. It is recommended that owners also identify dock and deck furniture, equipment, etc. in a similar manner. The purpose of the numbering is to readily match found watercraft and other floating objects with their correct owner and to facilitate easy return.

**3.3.3.9 – \* Number of Vehicles**

No owner or lessee may park or store more than six vehicles outside on their private property that is visible from any other lot, street, lake or golf course. Guest vehicles are exempt.

**3.3.3.9.a – \* Number of Passenger Vehicles**

No owner or lessee may park or store a passenger vehicle on a property if, at the time of placing the vehicle on the property, at least four other owner or lessee passenger vehicles are already parked or stored outside on their private property that is visible from any other lot, street, lake or golf course. Guest vehicles are exempt.

**3.3.3.9.b – \* Number of Travel Trailers or Motor Homes**

No owner or lessee may park or store more than one travel trailer or motor home outside on their property that is visible from any other lot, street, lake or golf course. Guest vehicles are exempt.

**3.3.3.10 – \*\*\* Parking of Unsightly Vehicles**

Unsightly, stripped-down, partially wrecked, inoperable or junk vehicles, or any part thereof, are not allowed on any street or any lot in that is visible from any other lot, street, lake or golf course. Unsightly includes; debris, overgrowth, missing parts, and is not limited to a general lack of maintenance of the vehicle.

**CATEGORY 4 – COMMUNITY CENTER AND PATIO****3.3.4.1 – \* Acceptable Attire Required**

Persons wearing only swimsuits are not permitted in the community center. Footwear, shirt or blouse and trousers, skirts or shorts are considered acceptable attire.

**3.3.4.2 – Alcoholic Beverages (Specific Penalty 3.2.7.b(3))**

Texas State liquor laws do not allow individuals to bring alcoholic beverages of any kind into the community center. Beverages for special occasions must be purchased through the tavern manager to comply with state liquor laws. Furthermore, Texas State liquor laws do not allow individuals to remove alcoholic beverages purchased through the tavern manager from the community center.

NOTE: The community center includes the parking area, pavilion and beach areas when alcoholic beverages are being sold there.

**3.3.4.3 – \* Tavern Membership Required**

Lodge and Tavern Corporation membership is required to purchase alcoholic beverages at the community center. All property owners and lessees are eligible members at no cost to them.

**3.3.4.4 – \* Food and Drink**

No food or drink may be brought into the community center without the prior written approval of the Community Manager. Food and drink must be purchased through the community center.

**3.3.4.5 – \* 19<sup>th</sup> Hole**

The 19<sup>th</sup> Hole welcomes all authorized patrons; however, minors are not permitted to sit at the bar.

**3.3.4.6 – \* Smoking and E-Cigarettes Not Allowed**

The entire community center building is a tobacco free facility – to include smokeless tobacco products, cigarettes, cigars, e-cigarettes, personal vaporizers, electronic nicotine delivery systems, etc. The north end of the patio is a designated smoking area.

**3.3.4.7 – \* Golf Cart Parking**

Golf carts are temporarily allowed in the grass area between the West Beach Pavilion and the patio to unload passengers and personal items. Parking is then permitted in signed, designated golf cart parking areas.



## **CATEGORY 5 - CAMPGROUND**

### **3.3.5.1 – \* Permits**

Camping at the campground is by permit only. Permits are obtained at Security.

### **3.3.5.2 – \* Cooking**

Cooking is allowed only on the outdoor grills that are provided or on privately owned grills.

### **3.3.5.3 – \* Rubbish**

All trash must be deposited in the containers provided. No waste of any kind may be dumped on the grounds, roads or in the lake.

### **3.3.5.4 – \* Designated Camping Areas**

Camping is restricted to the designated areas.

### **3.3.5.5 – \* Age Restriction**

Minors under age 18 will not be allowed to camp overnight unless accompanied by an adult.

### **3.3.5.6 – \* Designated Parking Areas**

All vehicles are required to park in designated parking areas.

### **3.3.5.7 – \* Parking Restrictions**

Unattended parking of vehicles belonging to individuals without a camping permit is prohibited between sunset and sunrise.

### **3.3.5.8 – \* Pet Enclosures**

No temporary fences or pens of any kind are allowed on the campgrounds without express approval of the Community Manager.

## **CATEGORY 6 – BOATING AND SKIING**

Lake Kiowa is a private lake intended for the sole use of Association, members, residents, lessees, and authorized guests. As a private lake, Lake Kiowa is under the jurisdiction of the Association for all matters relating to boating and boating safety. The Association has adopted the required equipment and boating regulations contained in Subchapters C and D of the Texas Water Safety Act. Copies of the act are available directly from the Texas Parks and Wildlife Department and a reference copy is available at the Security Department.

The following water safety rules, procedures, and definitions are unique to Lake Kiowa and have been adopted in the interest of public safety and the protection of property. These rules along with the required equipment and boating regulations in Subchapter C and D of the Texas Water Safety Act apply to all watercraft that operate on Lake Kiowa. Failure to comply with provisions of the equipment and boating regulations detailed in Subchapters C and D of the Texas Water Safety Act constitute a violation of these rules. Lake Kiowa is narrow in some places and wakes created by watercraft can crash into sea walls and boat docks creating damage to the walls, docks, boats, and other items and should therefore be

avoided, penalties for violation of these rules do include full restitution for intentionally, knowingly or recklessly causing damage to Association or member's property.

In order to prevent the spread of invasive species such as *zebra mussels*, the Association has also adopted policies, based on Texas Parks and Wildlife Drain, Clean and Dry policy, for all watercraft entering Lake Kiowa. These policies are also applicable to docks, buoys, recreational gear and all structures kept on or under the water. Detailed instructions regarding the *Zebra Mussel Quarantine*, which has been in effect since 2012, are available at the Guardhouse and posted on the Lake Kiowa webpage. Failure to comply with provisions of the quarantine categorized as a significant violation, punishable with fines and a suspension of privileges.

Defined: Watercraft means all craft capable of being operated on water and powered by gasoline, electricity, wind or manually powered. This includes personal watercraft (PWC) which are jet driven boats designed to sit, stand, or kneel on the vessel rather than being inside the vessel.

### **3.3.6.1 – \*\* Watercraft Registration**

All watercraft other than manually powered watercraft under 20' (Kayaks, canoes, row boats, surf boards, paddle boats, etc.) in length must be registered with Security. Registration decals EXPIRE on the last day of the calendar year indicated by the decal. Lot numbers in contrasting three-inch or larger numbers are required to be displayed on all watercraft regardless of size or type (aft port and aft starboard sides of all boats and the forward port and forward starboard sides of all PWC's). Property owners will have to show proof that they have completed the Lake Kiowa Boating Safety Course before Lake Kiowa registration decals will be issued. Property owners born on or after September 1, 1993, will also have to show proof that they have completed the boater safety course prescribed and approved by the Texas Parks and Wildlife Department.

#### **3.3.6.1.a – Invasive Species Quarantine (Specific Penalty 3.2.7.b(9))**

The proliferation of noxious invasive species, such as zebra mussels, in area lakes has necessitated the implementation of a quarantine that applies to all watercraft at Lake Kiowa, including manually-powered vessels not subject to Lake Kiowa registration such as kayaks and canoes. All members towing or hauling watercraft must enter and exit Lake Kiowa through the Front Gate so that quarantine status can be checked by Security. The provisions of this rule also apply to the entry of any water related object capable of transporting zebra mussels, their larvae and other invasive species. It is a violation to willfully or otherwise fail to comply with specific provisions of the quarantine.

#### **3.3.6.2 – \*\* Prohibited Watercraft (Specific Penalty 3.2.7.b(5))**

Watercraft specifically designed or modified to create a large wake to enhance airtime for wake boarding, wake surfing, or any other activity that creates a large wake are expressly prohibited because of the potential damage that large wakes have on private property and sea walls. Inadequately muffled watercraft and houseboats are also prohibited. Watercraft belonging to anyone other than a member or lessee is not allowed on the lake at any time.

### **3.3.6.3 – \*\* Watercraft Operator Restrictions**

Watercraft can be operated on Lake Kiowa on any day and at any time of the day permitted under Texas Water Safety Act provided they: (1) belong to a property owner or lessee, (2) are registered with the Security Department, if required to be, and display the Lake Kiowa registration decal, and (3) display the property owner's lot number. Any person who is permitted by state law to operate a watercraft may operate a registered watercraft on Lake Kiowa provided there is liability insurance on the watercraft being operated and provided that person has successfully completed the Lake Kiowa Boating Safety Course. It is prohibited for any person to operate a watercraft of 10 horsepower or more or a windblown vessel over 14 feet in length if the operator is under the age 18 unless (1) the operator is at least 13 and has successfully completed a boater safety course prescribed and approved by the Texas Parks and Wildlife Department, or (2) is accompanied on board by a person 18 years of age or older who can lawfully operate the watercraft. Persons born on or after September 1, 1993, can only lawfully operate such watercraft if they have successfully completed a boater safety course prescribed and approved by the Texas Parks and Wildlife Department. All operators are required to complete the Lake Kiowa Boating Safety Course. Children under 13 are specifically prohibited from operating watercraft unless accompanied on board by a person at least 18 years of age who can lawfully operate the watercraft.

### **3.3.6.4 – Prohibited Activities (Specific Penalty 3.2.7.b(5))**

Operating any watercraft in any manner designed to create a large wake to enhance airtime for wake boarding, wake surfing, or any other activity that creates a large wake are expressly prohibited. Wake surfing, teak surfing, parasailing, tube kiting and kite riding are prohibited. The release of any sewage wastewater is prohibited. It is prohibited to land or to takeoff an aircraft or helicopter upon the waters of Lake Kiowa at any time other than in a declared emergency.

### **3.3.6.5 – Operation and Safety (Specific Penalty 3.2.7.b(5))**

All watercraft will generally be required to operate in a counterclockwise direction around the main body of Lake Kiowa except when travel in another direction is necessary for safety, such as traffic or obstacle avoidance. US Coast Guard boating safety right-of-way rules apply at all times. To ensure personal safety and to prevent wake damage, all gasoline powered watercraft and skiers must stay a distance of 50 feet or more from docks and shorelines except when fishing, launching, docking or towing a skier to or from a dock. It is prohibited to operate a PWC in a manner that requires the operator to swerve at the last possible moment to avoid collision or to jump the wake of another boat recklessly or unnecessarily close to that boat (i.e., 100 foot safety barrier).

### **3.3.6.6 – \*\* Right-of-Way**

Wind powered and manually powered watercrafts have the right-of-way at all times. When a watercraft is being used for towing a skier or other device, it has the right-of-way over another powered watercraft underway. All watercraft must "give-way" to any boat with limited maneuverability.

### **3.3.6.7 – \*\* Navigational Lights and Night Restrictions**

When operating between sunset and sunrise, watercraft must have and exhibit the navigation lights prescribed by the Coast Guard for boats of its class. Water skiing, tubing, or similar activities

involved in the towing of person(s) behind the watercraft is prohibited between the hours from one-half hour after sunset to one-half hour before sunrise. Operating a PWC or towing any device with a PWC is prohibited between sunset and sunrise.

#### **3.3.6.8 – \*\* Buoyed Areas**

No watercraft or water skier may enter or put ashore inside any designated beach swimming area, nor the area of the spillway marked by buoys. All buoy markings and signage installed by the Association, whether temporary or permanent in nature shall be obeyed. Certain coves that are at least 250 feet across in width from dock to dock and at least 8 feet deep throughout the year are designated as “Ski In/Ski Out” areas and will be marked with appropriate buoys. All portions of the coves that are less than 5 feet deep throughout the year, and less than 200 feet across from dock to dock, are designated as “No Wake” areas and will be marked with the appropriate buoys. Operations as it pertains to “Ski In/Ski Out” and “No Wake” buoys are defined in paragraph 3.3.6.9.

#### **3.3.6.9 – \*\* Skiing, Towing and Operating Speed**

Persons meeting the requirements to operate a watercraft may tow skiers or other towed devices. Towing of skiers and other towed devices in the main body of Lake Kiowa shall be done in a counterclockwise direction. Towing may go into or out of coves designated by signs and/or buoys as “Ski In/Ski Out” but not into those coves and areas designated as “No Wake/Headway Speed Only,” to include the areas surrounding boat launch ramps. “Ski In/Ski Out” is defined as (1) towing a person into the cove and allowing them to drop or dismount, OR (2) towing a person out of the cove and into the main part of the lake; towing into AND out of the cove without stopping is not permitted. Skiers may be towed to and/or from a personal dock, with the resident’s permission. Power turns, defined as 90 – 360 degree turns which produce wakes, are not permitted within “Ski In/Ski Out” coves. “No Wake/Headway Speed Only” coves and areas, to include the areas surrounding the boat launch ramps, are also marked with signs and buoys. Headway speed is defined as “slow, idle speed or speed only fast enough to maintain steerage on course.” These lake and cove restrictions apply to all watercrafts.

#### **3.3.6.10 – \*\* Engine Cutoff Switch**

If a PWC is equipped with a lanyard engine cutoff switch, the lanyard must be attached to the operator’s person, clothing or personal flotation device (PFD).

#### **3.3.6.11 – \*\* Reasonable Distance**

All watercraft must maintain a reasonable distance, generally 100 feet, from all other watercraft or any person(s) being towed.

#### **3.3.6.12 – \*\* Prohibited Activity**

No watercraft may be operated in a circular course around another watercraft whose occupants are engaged in a water-related activity or around any person swimming.

#### **3.3.6.13 – \*\* Towing Requirements**

Watercraft towing a rider on any device must be equipped with a wide-angle rearview mirror with a minimum of four inches from the top to bottom and across from side to side. In the absence of such

a mirror, watercraft must comply with the observer requirements of the Texas Water Safety Act. An observer is someone other than the operator who is 13 years of age or older. A PWC must be rated for at least two persons when towing a person on water skis or similar device. If an observer is used, the PWC must be rated for three people, the driver, the observer, and the skier. PWC operators must comply with the PWC's recommended capacity in the owner's manual and on the manufacturer's warning decal. Buzzing or spraying another boat or swimmer is prohibited. Any down person(s) being towed must be retrieved as rapidly, safely and efficiently as possible.

#### **3.3.6.14 – \*\* Flotation Device Requirements**

A readily accessible US Coast Guard approved wearable personal flotation device must be available for each person on board any watercraft. Additionally, any motor-propelled or wind-powered watercraft at least 16' in length must have on board a Type IV (throwable) flotation device. Operators and passengers of personal watercraft and anyone being towed on any device must wear an approved US Coast Guard Type I, II, III or V personal flotation device. Passengers under 13 years of age must wear a life preserver while on board any watercraft.

#### **3.3.6.15 – \*\* Fire Extinguisher**

All personal watercraft and all motorboats less than 26' in length, with a permanently mounted gas tank, must have on board on Type B-1 fire extinguisher. Outboard motorboats less than 26' in length, of open construction and with no permanently mounted gas tanks are exempted from this requirement.

#### **3.3.6.16 – \* Buoy Restrictions**

Watercraft may not tie up to or hold onto any buoy. Placement of privately placed buoys is not allowed without the Community Manager's advance approval.

#### **3.3.6.17 – Reckless Operation (Specific Penalty 3.2.7.b(6))**

No person shall operate any watercraft in a wanton or negligent manner that endangers the personal safety or property of others. No person shall operate any watercraft when said watercraft exceeds the maximum weight capacity; or the maximum horsepower; or the capacity limits as stated on the watercraft's capacity label affixed to the vessel by the manufacturer, or as required by law. No person shall operate watercraft of any type while under the influence of alcohol or drugs.

#### **3.3.6.18 – \*\* Watercraft Banned from Using the Lake**

The Community Manager has the authorization to close the lake to all watercraft.

#### **3.3.6.19 – \* Golf Course Areas**

When the golf course is open, golfers have the right of way in the water areas surrounding the island for holes 4 and 9 and holes 13 and 16. All boating activity (including fishing) must yield to the golfer's actions.

**CATEGORY 7 - PAVILIONS, PARKS, BEACHES, ASSOCIATION DOCKS,  
SWIMMING AREAS, DISK GOLF COURSE, TENNIS, PICKLEBALL AND  
BASKETBALL COURTS**

**3.3.7.1 – \* Beaches**

Swimmers at the East and West beaches must stay within marked areas.

**3.3.7.2 – \* Restrictions**

No swimming or diving allowed from Association docks, golf course bridges or any portion of the dam.

**3.3.7.3 – \* Glass Containers**

No glass containers are allowed in Association parks, beaches, public docks or on the disk golf course, tennis, pickle ball or basketball courts.

**3.3.7.4 – \* Behavior and Conduct**

Persons using the parks and beaches must conduct their activities in such a manner as to not create a disturbance to nearby residents. Loud music, boisterous behavior, or other noisy activity is prohibited.

**3.3.7.5 – \* Pavilion**

The West Beach pavilion is available for groups of 20 or more by reservation through the Lodge Manager.

**3.3.7.6 – \* Use of Association Docks**

Association Docks are for the use of all members and may be used to moor approved watercraft-between the hours of 7:00 am and 11:00 pm. Mooring of watercraft outside of these hours is prohibited except by permit issued by Security Department, which must be displayed on the watercraft in plain sight while so moored. Permits are valid for three consecutive calendar days. Only the member, as defined in the LKPOA Bylaws, will be allowed to obtain no more than three permits a month, and no more than two of the three permits may be used consecutively.

**3.3.7.7 – \* Parking**

Overnight parking of unattended motor vehicles at Association beaches and parks is prohibited.

**3.3.7.8 – \* Hours Closed**

Parks, beaches and courts will be closed between the hours of 11:00 pm and 7:00 am on Fridays, Saturdays and Holidays. For all other days, they will be closed between the hours of 10:00 pm and 7:00 am. Use of these facilities after hours must have prior approval by the Community Manager.

**3.3.7.9 – \* Vehicles on Disk Golf Course**

Vehicles, other than those authorized by the Community Manager or golf-carts operated by challenged persons and bearing a state-issued handicapped placard, are prohibited on the unpaved areas of the Disk Golf Course.

**3.3.7.10 – \* Disk Golf Course Operating Hours**

The Disk Golf Course is open daily from sunrise until sunset. Use of the course at any other time is prohibited unless arrangements have been made through the Community Manager's office.

**3.3.7.11 – \* Play Time Limitations**

On the tennis, pickleball, volleyball and basketball areas play will be limited to one hour when others are waiting.

**3.3.7.12 – \* Prohibited Items**

No roller blades, roller skates, bicycles, scooters, skateboards or any other similar wheeled equipment is allowed on the tennis, pickleball or basketball courts.

**CATEGORY 8 - FISHING****3.3.8.1 – \* Golf Course Areas**

When the golf course is open, fishing is not allowed from the golf course. Fishing is prohibited from any golf course bridge. Fishing or stopping in the lake areas considered an extension of the golf course is permissible, however, golfers have the right-of-way.

**3.3.8.2 – \* Dam and Roadways**

Fishing from the concrete portion of the dam, the bridge below the dam, or from any roadway is prohibited.

**3.3.8.3 – \* Baiting and Attraction Structures**

Placing trees or any other fish-attracting structures in the lake away from personal docks is not permitted unless authorized by the Board. Baiting an area with commercial fish foods is permissible.

**3.3.8.4 – \* Throw Lines**

Anchored throw lines will not extend more than 15 feet into the lake from the dock or shoreline to which it is anchored. Anchored throw lines may not be used from common access lake property or on Association docks.

**3.3.8.5 – \* Prohibited Fishing**

Jug line and trotline fishing is prohibited.

**3.3.8.6 – \* No Fishing Zone**

Fishing is strictly prohibited in posted "No Fishing" zones. Fishing is prohibited at the East Beach and is limited to the POA docks and the fishing pier at the West Beach.

**3.3.8.7 – \* Little Fox Pond**

Little Fox Pond has been designated as a special fishing area for youth and challenged persons in the Association community. Persons over the age of 16, other than those with a state-issued handicapped placard, are prohibited from fishing in Little Fox Pond unless accompanied by a "responsible person" 16 years of age or younger.

## CATEGORY 9 – GOLF COURSE

### GENERAL

#### **3.3.9.1 – \* Registration Required**

Each member, lessee and guest must register in the pro shop before commencing play and pay any required green fees or cart fees.

#### **3.3.9.2 – \* Play Begins on #1 Tee**

Play must begin on number one tee unless otherwise approved by authorized pro shop personnel.

#### **3.3.9.3 – \* Cutting Prohibited**

Cutting in front of a match in progress is prohibited. All players who begin on number one tee have priority.

#### **3.3.9.4 – \* Maximum Fivesome**

No more than five players are allowed per group. In the case of a fivesome, all players must ride in carts.

#### **3.3.9.5 – \* Proper Attire Required**

Golfers must be fully clothed in appropriate golf attire. Collared shirts (including turtleneck or mock turtleneck) with sleeves are required for men and juniors. Ladies must have a collared shirt (including turtleneck or mock turtleneck) if it is sleeveless or may be a shirt with no collar if it has sleeves. Tank tops, halter tops, T-shirts, athletic shorts, sweats, workout attire and cut-offs are not allowed. Only soft spike golf shoes or flat soled shoes may be worn on the golf course. Members are responsible for informing their guests of the dress code policy.

#### **3.3.9.6 – \* No “Ball Hawking”**

“Ball hawking,” defined as removal of golf balls not identified as your own from a water hazard, is not allowed.

#### **3.3.9.7 – \* Age of Playing**

Persons 12 years of age or younger are not permitted to play the course or use the practice area unless accompanied by an adult member, resident or lessee or specifically approved by authorized personnel.

#### **3.3.9.8 – \* Sharing of Equipment**

Each player must have his or her own set of clubs and bag.

#### **3.3.9.9 – \* Approval of Tournaments and Outings**

All tournament or special events that require exclusive accommodations such as a tee time block or shotgun start must be submitted through the Golf Committee and approved by the Board.

#### **3.3.9.10 – \* Adherence to Directions**

Golfers shall be aware of and follow the directions and information displayed on course signage / markings.



**3.3.9.11 – \* Authority of Golf Personnel**

The Course Superintendent, Golf Professional and / or their designees and the Course Marshal(s) have the authority to take actions necessary to protect the course, players, members and guests. They shall also have the authority to require an appropriate “speed of play” and take corrective actions when deemed necessary.

**3.3.9.12 – \* Disabled Golfers**

The operator / driver or any cart utilizing an approved handicap flag shall follow all rules and regulations pertaining to the operation of the cart as well as specific procedures established for handicap flag use. All individuals using a handicap flag must register at pro shop before using a handicap flag.

**3.3.9.13 – \* Tee Time Requests**

Any individual who knowingly falsifies a tee time request in an attempt to manipulate the Chelsea Automated Tee Time Reservation System will have five (5) points added to their play history for each infraction in addition to the minor infraction penalties.

**3.3.9.14 – \* Practice Areas**

Practice is limited to the driving range, designated practice area or practice green only. No portion of the golf course, tees, greens, fairways, or roughs may be use for practice.

## GUESTS

**3.3.9.15 – \* Guest Play**

Guests without LKPOA identifications cards must be accompanied by a member or lessee.

**3.3.9.16 – \* Payment of Guest Fees**

The responsible member or lessee must pay or sign a charge slip for the guest’s green fees.

**3.3.9.17 – \* Non-Dependent Relatives of Members**

While non-dependent children, parents, grandparents and grandchildren of members or lessees are allowed to play without an accompanying sponsor, they are considered guests and must pay guest green fees.

## CARTS

**3.3.9.18 – \* Carts on Paths, Authority**

Carts must remain on cart paths as designated by the Golf Course Superintendent, Assistant Golf Course Superintendent, or Golf Professional anytime that course conditions warrant.

**3.3.9.19 – \* Carts on Paths, Playing Areas of Course**

Carts must remain on paths within 50 feet of the tee boxes and greens. Parking carts off the cart paths and / or on the slopes / surrounds of any green or tee box is prohibited. Carts must also remain

on the paths or in the roughs at all other times except when crossing fairways at a 90-degree angle to a ball location. Carts shall not be driven in the fairways in a direction from the tee box to the green.

**3.3.9.20 – \* Number of Riders**

Only two players and two golf bags are allowed on any golf cart.

**3.3.9.21 – \* Wet Course**

Carts must avoid wet areas at all times.

**3.3.9.22 – \*\* Cart Operation, License Required**

Carts will not be driven on the golf course by minors unless they possess a valid driver's license, a golf cart permit, or are accompanied by a licensed adult driver at all times.

**3.3.9.23 – \* Cart Operation, Out of Bounds**

Carts must be kept within the golf course boundaries (indicated by white posts) or on the roads at all times. Driving on private property (including vacant lots) is prohibited. Golfers shall not walk or drive carts on private property when proceeding from a green to the next tee box. Carts paths and / or roads shall be used for this purpose.

**3.3.9.24 – \* Cart Equipment Requirements**

Privately owned carts must be identified by the owner's primary lot number affixed to both sides of the cart with 3 inch or larger numerical decals of a contrasting color. All carts must be equipped with turf type tires at least eight inches in width. All terrain or other tread designs / styles that could cause damage to the course are prohibited. The maximum width of cart axles including tire tread shall not exceed 52 inches. This shall be measured from the outer most portion of the tire tread to the opposite tires outer most tread portion.

**3.3.9.25 – \* Cart Operation, Numbers of Persons**

Unless otherwise determined on a case-by-case basis by the Golf Course Professional or Course Marshall, the maximum number of players on any golf cart is two. The maximum number of golf carts in any group is three. Golf carts designed to seat more than four persons shall operate only on cart paths, with no crossovers.

**3.3.9.26 – \* Cart Operation, Safety**

Carts shall be operated in a manner consistent with safety. Excessive speed, spinning or sliding of tires or other actions that cause or could cause damage to the course or create an unsafe situation are prohibited.

**3.3.9.27 – \* Golf Course Closing, General**

Except for designated practice areas (putting green, driving range, etc.), no play or practice will be allowed when the golf course is closed.

**3.3.9.28 – \* Golf Course Closing, Emergency**

Sounding of the Lake Kiowa Outdoor Warning Siren System (other than system tests) is deemed to close the course for all play. Golfers are urged to take shelter immediately. Play may resume after the storm passes with no loss of position on the course.

**VEHICULAR TRAFFIC RESTRICTIONS****3.3.9.29 – \* Private Vehicles Prohibited**

Golf course traffic is limited to golf carts and Association vehicles owned or contracted. Privately owned vehicles are not allowed on the golf course without prior approval of the Community Manager.

**3.3.9.30 – \* Miscellaneous Vehicles Prohibited**

Bicycles, motor bikes, ATV, go-carts, skates, roller blades, scooters, etc. are not allowed on the golf course.

**3.3.9.31 – \* Pedestrian Traffic Prohibited**

Pedestrian traffic (non-golfers) is not allowed on the golf course during normal operating hours which are: 8:00 am to sundown Central Standard Time and 7:00 am to Sundown, Central Daylight Savings Time.

**DRIVING RANGE****3.3.9.32 – \* Tee Box**

Vehicles (golf carts, bicycles, etc.) are not allowed on the Tee-Box.

**3.3.9.33 – \* Retrieving Balls**

Leaving the roped tee area to retrieve balls from the range or from the private property bordering the range is prohibited.

**3.3.9.34 – \* Balls and Baskets**

Balls and baskets must not be removed from the driving range.

**3.3.9.35 – \* Closed**

Practice is prohibited when the driving range is closed.

STATE OF TEXAS  
COUNTY OF COOKE

\*  
\*

I certify that this is the approved Lake Kiowa Property Owners Association Rules and Procedures effective November 28, 2022.



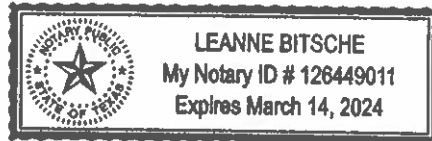
Dan Busch, Community Manager  
Lake Kiowa Property Owners Association, Inc.

BEFORE ME, the undersigned authority, on this day personally appeared Dan Busch, Community Manager of Lake Kiowa Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 1 day of Dec, 2022.



Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**

Community Manager  
107 Kiowa Drive South  
Lake Kiowa, TX 76240